

SOLICITOR

TO: Mail Stop 8 Director of the U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	JUL 29 2008 U.S. PATENT & TRADEMARK OFFICE	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
 filed in the U.S. District Court Northern District of California on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. CV 08-03498 JL	DATE FILED 7/21/08	U.S. DISTRICT COURT Northern District of California, San Francisco Division
PLAINTIFF JDS UNIPHASE		DEFENDANT SYNTUNE, AB, ET AL.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 6,658,035¹		
2 6,654,400		
3 6,687,278		
4		
5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Richard W. Wicking	(BY) DEPUTY CLERK Gloria Acevedo	DATE July 24, 2008
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Copy 1—Upon initiation of action, mail this copy to Commissioner Copy 3—Upon termination of action, mail this copy to Commissioner
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner Copy 4—Case file copy

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

10 JDS UNIPHASE, a Delaware Corporation,
11
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13 Plaintiff,
14 v.
15 SYNTUNE, AB, a Swedish corporation;
16 CYOPTICS, INC., a Delaware corporation
17 Defendants.

Case No: **C08 03498**

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

JL

18
19 Plaintiff JDS UNIPHASE CORPORATION (hereinafter "JDSU"), by and through its
20 undersigned counsel, for its complaint herein, alleges as follows:

21 **PARTIES**

22 1. Defendant JDSU is a corporation duly incorporated and existing under the laws of the
23 State of Delaware, with its principal place of business in Milpitas, California.

24 2. On information and belief, Cyoptics, Inc. ("Cyoptics") is a corporation organized and
25 existing under the laws of the State of Delaware, with its principal place of business at 9999
26 Hamilton Blvd., Breinigsville, PA 18031.

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ORIGINAL FILED

JUL 21 2008

Richard W. Wiaking
Clerk, U.S. District Court
Northern District of California
San Jose

3. On information and belief, Syntune AB ("Syntune") is a corporation organized and existing under the laws of Sweden, with its principle place of business at Torshamnsgatan 30A, S-164 40 Kista, Sweden. On information and belief, Syntune conducts business at 510 Jackson Ave., Glencoe, IL 80022.

JURISDICTION

4. This action arises under the patent laws of the United States, 35 U.S.C. § 101 et seq.

5. Subject matter jurisdiction is founded upon 28 U.S.C. §§ 1331 & 1338(a).

6. Cyoptics is subject to personal jurisdiction in this forum. On information and belief, Cyoptics purposely directs its activities toward this forum by maintaining sales representatives in this forum, and by marketing, offering to sell, and selling infringing products to customers within this forum.

7. Syntune is subject to personal jurisdiction in this forum. On information and belief, Syntune purposely directs its activities toward this forum, by marketing, offering to sell, and selling infringing products to customers within this forum.

VENUE

8. Venue is proper in this district under 28 U.S.C. §§ 1391(c) & 1400(b) because, on information and belief, Cyoptics and Syntune both reside in this district and because a substantial part of the events giving rise to JDSU's claims occurred in this district.

INTRADISTRICT ASSIGNMENT

9. This is an Intellectual Property Action, subject to assignment on a district-wide basis.

THE PATENTS AT ISSUE

10. On December 2, 2003, the United States Patent and Trademark Office issued patent number 6,658,035 (the “’035 Patent”). A copy of the ’035 Patent is attached as Exhibit 1.

11. On November 25, 2003, the United States Patent and Trademark Office issued patent number 6,654,400 (the "'400 Patent"). A copy of the '400 Patent is attached as Exhibit 2.

1 12. On February 3, 2004, the United States Patent and Trademark Office issued patent
2 number 6,687,278 (the "'278 Patent"). A copy of the '278 Patent is attached as Exhibit 3.

3 13. The '035 Patent, the '400 Patent, and the '278 Patent were assigned to Agility
4 Communications, Inc.

5 14. In 2005, JDSU acquired Agility Communications, Inc., and all of its assets, including
6 the '035 Patent, the '400 Patent, and the '278 Patent.

7 15. The '035 Patent, the '400 Patent, and the '278 Patent generally pertain to the
8 invention of tunable lasers with integrated optical amplifiers and a common waveguide.

9 **CLAIM AGAINST CYOPTICS FOR PATENT INFRINGEMENT**

10 16. From a time not yet known, Cyoptics, without a license or any other right recognized
11 by law, has infringed one or more claims of the '035 patent. Cyoptics' infringing conduct includes
12 one or more of the following:

13 a. the manufacture, use, sale, offer for sale, and/or importation into the United
14 States of tunable laser products covered by one or more claims of the '035 patent;

15 b. actively inducing the manufacture, use, sale, offer for sale, and/or importation
16 into the United States of tunable laser products covered by one or more claims of the '035 patent;

17 c. contributing to the manufacture, use, sale, offer for sale, and/or importation
18 into the United States of tunable laser products covered by one or more claims of the '035 patent;

19 d. supplying or causing to be supplied in or from the United States all or a
20 substantial portion of the components of the tunable laser claimed in the '035 patent, where such
21 components are uncombined in whole or in part, in such manner as to actively induce the
22 combination of such components outside of the United States in a manner that would infringe the
23 '035 patent if such combination occurred within the United States; and/or

24 e. supplying or causing to be supplied in or from the United States one or more
25 components of the tunable laser claimed in the '035 patent that are especially made or especially
26 adapted for use in the claimed tunable laser of the '035 patent and are not a staple article or

1 commodity of commerce suitable for substantial non-infringing use, where such components are
2 uncombined in whole or in part, knowing that such components are so especially made or adapted
3 and intending that such components will be combined outside of the United States in a manner that
4 would infringe the '035 patent if such combination occurred within the United States.

5 17. On information and belief, Cyoptics manufactures and sells tunable laser products
6 designed by Syntune, which are covered by the claims of the '035 Patent.

7 18. Cyoptics, through its acts recited in Paragraphs 16 & 17, also infringes one or more
8 claims of the '400 Patent and the '278 Patent.

9 19. On information and belief, Cyoptics will continue infringing the claims of the '035,
10 '400, and '278 Patents unless enjoined by the Court.

11 20. Cyoptics' infringement of the claims of the '035, '400, and '278 Patents has caused
12 and will continue to cause JDSU substantial and irreparable injury, for which JDSU is entitled to all
13 relief provided for by 35 U.S.C. §§ 281, 283, 284 & 285, including, but not limited to, injunctive
14 relief, compensatory damages not less than the amount of a reasonable royalty, interest, costs, and
15 reasonable attorney fees where appropriate.

16 CLAIM AGAINST SYNTUNE FOR PATENT INFRINGEMENT

17 21. From a time not yet known, Syntune, without a license or any other right recognized
18 by law, has infringed one or more claims of the '035 patent. Syntune's infringing conduct includes
19 one or more of the following:

20 a. the manufacture, use, sale, offer for sale, and/or importation into the United
21 States of tunable laser products covered by one or more claims of the '035 patent;

22 b. actively inducing the manufacture, use, sale, offer for sale, and/or importation
23 into the United States of tunable laser products covered by one or more claims of the '035 patent;

24 c. contributing to the manufacture, use, sale, offer for sale, and/or importation
25 into the United States of tunable laser products covered by one or more claims of the '035 patent;

1 d. supplying or causing to be supplied in or from the United States all or a
2 substantial portion of the tunable laser claimed in the '035 patent, where such components are
3 uncombined in whole or in part, in such manner as to actively induce the combination of such
4 components outside of the United States in a manner that would infringe the '035 patent if such
5 combination occurred within the United States; and/or

6 e. supplying or causing to be supplied in or from the United States one or more
7 components of the tunable laser claimed in the '035 patent that are especially made or especially
8 adapted for use in the tunable laser claimed in the '035 patent and are not a staple article or
9 commodity of commerce suitable for substantial non-infringing use, where such components are
10 uncombined in whole or in part, knowing that such components are so especially made or adapted
11 and intending that such components will be combined outside of the United States in a manner that
12 would infringe the '035 patent if such combination occurred within the United States.

13 22. On information and belief, Syntune designs and/or sells tunable laser products
14 covered by the claims of the '035 patent that are manufactured by Cyoptics and/or Syntune.

15 23. Syntune, through its acts recited in Paragraphs 21–22, also infringes one or more
16 claims of the '400 Patent and the '278 Patent.

17 24. On information and belief, Syntune will continue infringing the claims of the '035,
18 '400, and '278 Patents unless enjoined by the Court.

19 25. Syntune's infringement of the claims of the '035, '400, and '278 Patents has caused
20 and will continue to cause JDSU substantial and irreparable injury, for which JDSU is entitled to all
21 relief provided for by 35 U.S.C. §§ 281, 283, 284 & 285, including, but not limited to, injunctive
22 relief, compensatory damages not less than the amount of a reasonable royalty, interest, costs, and
23 reasonable attorney fees where appropriate.

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Defendants request that this Court:

1 A. Find that Cyoptics and Syntune have infringed and are infringing the claims of the
2 '035, '400, and '278 Patents.

3 B. Award JDSU its compensatory damages resulting from Cyoptics and Syntune's
4 infringement, together with interest as fixed by the court;

5 C. Issue an injunction enjoining Cyoptics and Syntune, their employees, agents, and all
6 others acting in concert with Cyoptics and/or Syntune from further infringement of the claims of the
7 '035, '400, and '278 Patents; and

8 D. Grant such other and further relief as the court may find just and proper, including
9 reasonable attorneys fees where appropriate.

10
11 Dated: July 21, 2008

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22 **DEMAND FOR JURY TRIAL**

23 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury
24 on all issues so triable.
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1 Dated: July 21, 2008

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